

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NOS: CC00600000012050

CC00600000012353

Meenu Sanjay Kapoor
Snajay Kapoor

...

Complainants

Versus

Monarch Solitaire LLP
MahaRERA Regn.No. P51700012008

...

Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present along with Mr. Urvaksh Baria, Adv and Mr. Varun Vij, Adv.

Respondent was represented by Mr. Haresh Punjabi, Adv.

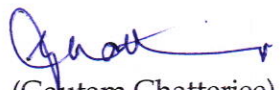
Order

April 20, 2018

1. The Complainants have purchased four apartments bearing Nos. 101-A, 102-A, 201-B and 202-B in the Respondent's project 'MONARCH SOLITAIRE' situated at Ulhasnagar, Thane via registered agreements for sale dated April 25, 2014 (*hereinafter referred to as the said agreement*). The Complainants have alleged that the respondent has failed to hand over possession of the said apartments till date and therefore they intend to withdraw from the project as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*).
2. The advocate for the respondent argued that no date of possession could be mentioned in the said agreements, due to uncertainties in the project. Further, he argued that the construction work of the project could not be completed because of reasons which were beyond the Respondent's control. Finally, he submitted that the construction work is now in progress and possession of the said apartments will be handed over as per the timelines mentioned in their MahaRERA registration webpage.



3. On review of the respondent's registration webpage it is observed that the respondent has put December 31, 2021 as the revised proposed date of completion which is an unreasonable time period for completion of the project, as per the provisions of Rule 4 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017. In view of the progress of construction work, the Respondent should complete and handover possession of the said apartments by December 31, 2019.
4. The advocate for the Respondent requested that the timeline for handing over possession of the said apartments, with Occupancy Certificate, be extended to March 31, 2020. The Complainants also, on reconsideration, showed their willingness in continuing in the said project and accepted the revised timeline for delivery of possession of the said apartments as suggested by the advocate for the Respondent.
5. In view of the above facts, the Respondent shall, therefore, handover the possession of the said apartment, with Occupancy Certificate, to the Complainants before the period of March 31, 2020, failing which the respondent shall be liable to pay interest to the Complainants from April 1, 2020 till the actual date of possession, on the entire amount paid by the Complainants to the Respondent. The said interest shall be at the rate as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA